



STATION APPROACH, CHERRY TREE RISE, BUCKHURST HILL, ESSEX, IG9 6EY

## CONDITIONS OF SALE

1. Unless expressly accepted by J.P. Aero-Com Engineering Co. Ltd (The Sellers) in writing, any qualification to the conditions hereinafter appearing in a Buyer's order must be deemed to be and will be treated as inapplicable and not binding on the Sellers in any way whatsoever.
2. Orders are accepted subject to price ruling at date of order unless agreed by an authorised signatory prior to despatch.
3. Should delivery of the goods be prevented or delayed at any time by reason of any cause beyond the Sellers control, time for delivery, shall be extended until such of the causes preventing the delivery have ceased.
4. If any time or date is named by the Sellers for delivery, such time or date is given in good faith, but is intended solely as an estimate, and the Sellers shall not be liable to make good any damage whether arising directly or indirectly out of the delay in delivery.
5. Any goods returned to and accepted by the Sellers as defective will be subject to the terms of the Sellers Guarantee in respect thereof, but if the Seller have not given or offered a Guarantee in respect of the particular goods in question, then the defective goods will be replaced as originally ordered if required and practicable, but in any event shall not form the subject of any claim on account of any loss, damage or expense beyond the allowance of the purchase price attributable thereto. No complaint regarding any goods supplied will be considered by the Sellers unless made within 14 days of receipt by the Buyers.
6. The Sellers shall not be liable in respect of any claim for damage in transit or loss through damage in transit unless the carriers and the Sellers are notified in writing within three days of the arrival of the damaged consignment or any claim for short or non-delivery unless the Sellers are notified of non-arrival within 21 days of despatch.
7. Terms: Strictly Net Monthly Account.
8. Should default be made by the Buyers in paying any sum due under any other order as and when it becomes due, the Sellers have the right (without prejudice to any claim for damages that the Sellers may have against the Buyers) either to suspend all further deliveries until the default be made good or to cancel the order so far as any further goods remain to be delivered. In either case, the Sellers shall give notice in writing of their intention to the Buyers.



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9) Should the Sellers be prevented from delivering part of the goods by reason of any of the causes mentioned in the preceding Clause (3) the Sellers shall deliver and the Buyers shall take such part of the said goods as the Sellers shall be able to deliver at the time fixed for delivery and the Buyers shall pay for the part delivered the same proportion of the price as the part delivered bears to the whole of the goods agreed to be sold. This Clause is without prejudice to the Buyer's ability to take delivery of the remainder of the goods as and when the Sellers are in a position to deliver the same or any part thereof.

10. Carriage Extra at cost

11 Orders. placed cannot be cancelled except with the Seller's consent which will indemnify the Sellers against loss.

12 Title to goods pending payment and risk,

(a) The property in and title to the goods shall not pass to the Buyer until the goods have been paid for in full. In default of payment on the due date, the Seller shall be entitled on demand to their immediate return and the Buyer shall forthwith return the same and in default the Seller shall be entitled to enter the premises of the Buyer or elsewhere where the goods are situate and recover them. If at any time when the Buyer is in default of payment the goods re-sold or otherwise dealt with or incorporated with any product or assembly, the Buyer shall inform the Seller of the fact and unless the Seller otherwise agrees, the proceeds of sale thereof as represents the Seller's unpaid price shall be made by the Buyer as trustee for the Seller.

(b) Without prejudice to the Seller's right under these terms and conditions and at law, where the price of the goods has not been paid in full on the due date, the Seller shall have the right to withhold delivery of all orders by the Buyer until such payment is made, or cancel the order so far as any goods remain to be delivered.

(c) The risk in the goods shall pass on delivery,

THE ABOVE CONDITIONS OF SALE ARE ACCEPTED ON BEHALF OF:

NAME OF COMPANY: .....

SIGNATURE: ..... PRINT: .....

POSITION: .....

DATE : .....



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